

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **KENNETH LOVATT**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

- and -

**KENNETH LOVATT**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand two hundred thirty eight dollars and sixty seven cents (\$2238.67).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 108, 492 Range Lake Road, Yellowknife, NT shall be terminated on December 31, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of December, 2008.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**KENNETH LOVATT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 16, 2008

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Connie Diener, representing the applicant  
Roxanne Hamilton, representing the respondent (by phone)

**Date of Decision:** December 16, 2008

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties unless the rent arrears were promptly paid.

The applicant provided statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2238.67.

A previous order (file #10-9932, filed on February 21, 2008) required the respondent to pay rent arrears and the balance of the security deposit in monthly installments. That order has been satisfied. The applicant stated that the security deposit has been paid in full.

The respondent's representative did not dispute the allegations and stated that the respondent would pay the rent arrears by December 31, 2008.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$2238.67. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$2238.67 and terminating the tenancy agreement on December 31, 2008 unless the rent arrears are paid in full.

This decision was made known to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer